



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

June 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COUNTY DEPARTMENTAL RECYCLING AND EDUCATION PROGRAM SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and delegate authority to the Director of Public Works to execute the contract for "County Departmental Recycling and Education Program Services" to Strategy Workshop, Inc., located in Los Angeles, California. This contract will be for a period of 24 months commencing on July 1, 2004, with one 12-month renewal option, not to exceed a total contract period of 36 months.
2. Delegate authority to the Director of Public Works to execute the contract and to renew the contract for the additional renewal option, if, in the opinion of the Director, renewal is warranted, or to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an amount not to exceed \$250,000 for this contract's initial 24-month term and \$125,000 for the 12-month renewal option term. These amounts are based on the contractor's unit

prices to administer the Program and our estimated requirements. Funds are available in Public Works' 2003-04 Solid Waste Management Fund budget and have been requested in the 2004-05 Solid Waste Management Fund budget to cover the cost of this contract's initial 24-month term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to implement a program to help the County comply with the waste diversion requirements of the California Integrated Waste Management Act of 1989 (AB 939). The work will principally include implementing recommendations developed by a previous contractor for the Program, developing outreach materials to be included on the Program's website, developing employee education/outreach and technical assistance materials for County employees and department and facility recycling coordinators, and providing for increased waste diversion and improved reporting by County departments.

Note that a separate Board agenda item on the calendar for June 15, 2004, is for adopting four directives that relate to the implementation of this Program.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Workforce Excellence and Fiscal Responsibility which focuses on enhancing the quality and productivity of the County workforce and managing the County's resources and waste diversion mandates by meeting the terms of the County's State-approved AB 939 Time Extension (see Facts and Provisions/Legal Requirements section of this letter) by avoiding fines for failing to meet this mandate. These goals can be met by assessing training needs of County employees and identifying programs needed to implement recycling programs for as many material types as practical and feasible.

FISCAL IMPACT/FINANCING

This contract is for an amount not to exceed \$250,000 for the contract's initial 24-month term and \$125,000 for the optional 12-month renewal term. These amounts are based on the contractor's unit prices to administer the Program and our estimated requirements. This contract will be for a period of 24 months commencing on July 1, 2004. With your Board's delegated authority, the Director may renew this contract for an additional 12-month period, subject to a re-evaluation/modification of the contractor's Program and upon written acceptance from the contractor of an offer made

by the County to extend this contract by 12 months, for a total contract period not to exceed 36 months. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2003-04 Solid Waste Management Fund budget and have been requested in the 2004-05 Solid Waste Management Fund budget to cover the cost of this contract's initial 24-month term. No cost-of-living adjustment will be granted for the optional renewal period. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under State law, Public Resources Code (PRC) Section 40002, each jurisdiction is responsible to ensure public health and safety, and the well being of the public, by making adequate provisions for solid waste handling services within their corporate or political boundaries. Proper collection and management of solid waste is an essential service that must be provided to all residents and businesses in order to protect public health and welfare while conserving natural resources.

Pursuant to PRC Section 41780, the County is mandated to divert 50 percent of the solid waste generated in the County unincorporated areas from landfills and transformation facilities. State law also requires the County to develop and implement waste diversion programs to ensure compliance with its waste reduction mandates. State law, PRC Section 41850, also provides for an assessment of a penalty by the State of up to \$10,000 per day for a jurisdiction's failure to comply.

As a means to meet the State mandate, the County Source Reduction and Recycling Element (SRRE) was prepared by Public Works in August 1993 for the unincorporated areas of the County and was approved by your Board in November 1993, and by the California Integrated Waste Management Board (CIWMB) in September 1994. An objective identified in the SRRE was to develop a recycling program in County facilities that requires separation and recovery of recyclable materials.

In addition, PRC Sections 41750 and 41751 require that each County in the State prepare a Summary Plan document which outlines the steps that will be taken by local agencies, acting independently and in concert, to achieve the mandated solid waste diversion goal stated above. The Summary Plan for the County of Los Angeles, formally approved by the CIWMB in June 1999, includes in its Goal 7 that recycling program design and implementation assistance be provided to each departmental facility, as-needed. The Program is utilized to accomplish this goal.

Although the County of Los Angeles has a long tradition of leadership related to solid waste management, the County was unable to document compliance with the diversion requirement (50 percent) for the year 2000. The County has received a time extension from the CIWMB in order to enhance programs that will assist the County in documenting compliance with the 50 percent diversion rate. The time extension was approved by the CIWMB on October 15, 2002, and the County has until December 31, 2004, to meet the required diversion rate. Failure to meet the diversion requirements could subject the County to fines of up to \$10,000 per day.

Prior to the Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA), and therefore is not subject to the provisions of the CEQA.

CONTRACTING PROCESS

On April 6, 2004, Public Works solicited proposals from 489 independent contractors and community business enterprises to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 5, 2004, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). Having met these requirements, the proposals were then evaluated by an evaluation committee consisting of Public Works staff and the Departmental Recycling Coordinator from the Sheriff's Department. The committee's evaluation was based on criteria described in the RFP which included proposer's experience, experience of proposer's staff, references, financial resources, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Strategy Workshop, Inc., located in Los Angeles, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
June 3, 2004
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CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
COUNTY DEPARTMENTAL RECYCLING AND EDUCATION PROGRAM SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Strategy Workshop, Inc., a corporation, hereinafter referred to as "Contractor."

WITNESSETH:

1. That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on May 5, 2004, hereby agrees to provide services as described in the attached specifications for County Departmental Recycling and Education Program Services, including but not limited to Exhibit A, Scope of Work .
2. That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.
3. That this Contract's initial term shall be for a period of 24 months commencing on July 1, 2004. At the discretion of the County, this Contract may be extended for 12 months, not to exceed a total Contract period of 36 months, and is subject to a re-evaluation/modification of the Contractor's County Departmental Recycling and Education/Outreach Program and upon written acceptance from the Contractor of an offer made by the County to extend the Contract by 12 months. This 12-month optional extension will be at a cost to the County not to exceed \$125,000 or such greater amount as the Board may approve, to be negotiated by the County and the Contractor, and is expected to include an extension to the implementation of Tasks Five through Nine, and a one year postponement of Task Ten. The County, acting through the Director of Public Works, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.
4. That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Director, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$250,000 for the initial 24-month term or such greater amount as the Board may approve.
5. That the Contractor shall bill for work completed. Work completed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

- County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508
7. That no cost-of-living adjustments shall be granted for this optional renewal period.
 8. The County may withhold the whole or a portion of the payment to the Contractor in the event of the Contractor's failure to perform any portion of this Contract including any element of any deliverables. The amount of the withheld payment shall equal the ascertainable cost of performing the omitted work. The County reserves its right to any additional remedies including, but not limited to consequential damages.
 9. That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.
 10. That the Contractor agrees in strict accordance with the Contract's specifications and conditions to meet the County's requirements.
 11. That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

STRATEGY WORKSHOP, INC.

By _____
Its President

By _____
Its Secretary

Bid Detail Information

Bid Number : PW-ASD 224

Bid Title : COUNTY DEPARTMENTAL RECYCLING AND EDUCATION PROGRAM SERVICES

Bid Type : Service

Department : Public Works

Commodity : EDUCATIONAL RESEARCH SERVICES

Open Date : 4/6/2004

Closing Date : 5/19/2004 5:30 PM

Bid Amount : \$ 125,000

Bid Download : Not Available

Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works until 5:30 p.m., Wednesday, May 5, 2004, for "County Departmental Recycling and Education Program Services." The annual cost of this service will be \$125,000.

A Proposer's Conference will be held on Monday, April 19, 2004, at 2 p.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE IS MANDATORY. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA).

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. For more information, contact the ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or by calling Ms. Marcia Lucero at (626) 458 4044 (se habla Espanol) or at mlucero@ladpw.org to have it mailed.

Contact Name : MARCIA LUCERO

Contact Phone# : (626) 458-4044

Contact Email : MLUCERO@LADPW.ORG

Last Changed On : 4/14/2004 11:09:50 AM

[Back to Last Window](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Strategy Workshop, Inc.</u>	
<input type="checkbox"/> I AM NOT <input checked="" type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: <u>11304501</u>	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): <u>Corporation Subchapter S</u>						
Total Number of Employees (including owners): <u>5</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1			
Asian or Pacific Islander		1	1	1		
American Indian						
Filipino						
White					1	

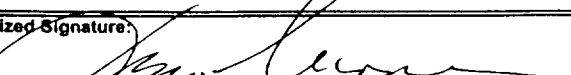
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	<u>100</u> %	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
<u>STRATEGY WORKSHOP, INC.</u>	✓	✓	✓		<u>3/05</u>

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>PRESIDENT</u>	Date: <u>5-5-04</u>
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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Kumamoto Associates	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 2					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Minority/Partner/Associate Partner		Minority		Staff
	Male	Female	Male	Female	Male/Female
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander	1	1			
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	40 %	%	%	%
Women	%	%	60 %	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	X	X			7/7/04

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Anne Kumamoto</i>	Title: Partner	Date: 5/5/04
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SCOPE OF WORK

COUNTY DEPARTMENTAL RECYCLING AND EDUCATION PROGRAM

A. Background

Residents and businesses in the County dispose of approximately 11 million tons of solid waste each year, most of which is disposed in landfills within the County, diminishing the remaining limited landfill capacity. To provide long-range solutions for the management of this region's solid waste, the County of Los Angeles Board of Supervisors (Board) adopted a County Solid Waste Management Action Plan (Action Plan) in April 1988. The Action Plan set the stage for subsequent regional efforts to meet the mandate of the California Integrated Waste Management Act of 1989, also known as Assembly Bill 939 (AB 939), for each city and county in the State to divert 50 percent of the solid waste generated from disposal by the Year 2000 and every year thereafter. AB 939 also requires the preparation by each jurisdiction of planning documents such as the Source Reduction and Recycling Element (SRRE) which identifies the programs that will be implemented by each city and county in the State to achieve the 50 percent waste reduction mandate.

The County of Los Angeles SRRE was prepared by Public Works in August 1993 for the unincorporated areas of the County and was approved by the Board on November 4, 1993, and subsequently approved by California Integrated Waste Management Board (Waste Board) in September 1994. One objective listed in the SRRE was to develop a recycling program for County facilities that requires separation and recovery of recyclable materials.

AB 939 also required the County to prepare the Countywide Integrated Waste Management Summary Plan (Summary Plan) which summarized the types of programs discussed in each of the SRREs prepared by each of the 88 cities in the County as well as the County's SRRE. The Summary Plan for the County of Los Angeles was approved by the Board on January 27, 1998, and later approved by the Waste Board in June 1999. The Summary Plan also established Countywide goals and objectives for integrated solid waste management. A goal of the Summary Plan is for the County to demonstrate public leadership by implementing appropriate waste reduction and recycling programs and practices within

public sector agencies, such as all County departments. The objectives set forth in the Summary Plan to meet this goal include conducting waste audits of appropriate departmental facilities; and providing recycling and other waste diversion information, program design and implementation assistance to each departmental facility.

In 1999, Public Works, as the lead agency in advising the Board on waste management issues and as the designated Countywide Recycling Coordinator for County departments, contracted for a study known as the County Departmental Recycling Program Study (Study). The purpose of the Study was to: (1) develop a comprehensive database of County departments and their facilities; (2) develop waste generation data for each County facility; (3) develop recommendations on how to fully implement the existing paper recycling program at all County facilities; and (4) provide step-by-step instructions to assist County facilities in designing and implementing recycling and waste reduction programs.

As a result of the Study, the following major documents were produced:

- Los Angeles County Facilities Initial Surveys Summary Report
- Los Angeles County Facilities Waste and Recycling Audits Report
- Los Angeles County Facility and Departmental Waste Generation Reports
- Los Angeles County Departmental Recycling Program Database User's Manual (Program Database User's Manual)
- Los Angeles County Departmental Recycling Program Recommendations (Program Recommendations)
- Los Angeles County Departmental Recycling Program Implementation Manual (Program Implementation Manual)

A County Departmental Recycling Program Database also was developed by the contractor in Microsoft Access and included waste generation, disposal, and diversion data for 52 different departments and commissions, made up of 1,395 different facilities. The number of employees per department range from four to almost 19,000, and the total number of budgeted County employees is currently over 90,000.

In order to enhance the Departmental Recycling Program (Program) and thereby assist County departments and employees in their waste diversion efforts, Public Works hired a contractor in 2002 to develop a website that would: (1) allow all County employees to obtain information about recycling; and (2) enhance and web enable the Access Database (web database) for ease of use by Departmental Recycling Coordinators and Facility Recycling Coordinators (Coordinators). The contract was completed in 2003 and the resulting website and web database will make it easier for Coordinators to learn about reducing, reusing, and recycling materials; to input diversion information into the web database; and to produce reports detailing their efforts.

There will be one Coordinator designated by each department to be responsible for that department's diversion efforts. Under each Coordinator, departments may additionally designate Facility Coordinators who will monitor diversion efforts at each departmental facility and coordinate overall efforts with the Coordinator. The entire County Program is managed by the Countywide Recycling Coordinator in Public Works.

B. Public Works' Contract Managers

Public Works' Contract Managers will be Russell Bukoff and Allen Welbourn of Environmental Programs Division and can be contacted at (626) 458-2186 and (626) 458-3554, respectively, Monday through Thursday 8 a.m. to 5 p.m. The Contract Managers are the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Managers.

C. Work Location

All jobsites are located within the boundaries of the County.

D. Work Description

Plans and schedules required for any part of this Contract shall include a detailed itemization of tasks and proposed work products, and include the Contractor's associated proposed itemized charges. These proposed itemized charges

are subject to review and approval by the Contract Managers.

There is not any work to be performed or delivered by the Contractor that will require the review or approval of Public Works' Information Technology Division or the County Chief Information Office.

After work on this Contract has begun, the Contractor may propose providing work on any task/item for a lower charge than provided for in Form PW-2, Schedule of Prices. In such case and upon the Contractor's request, the Contract Managers may approve the application of any excess funds resulting from the lower charges in one task to another task in order to increase the quality, quantity, or scope of work of the other task. Such transferring of funds between tasks shall only occur with the express written approval of the Contract Managers.

The Contractor shall develop outreach materials for all County employees, provide training to all Coordinators, and develop a "one-on-one" technical assistance program to provide in-depth training and assistance to select County departments and their Coordinators.

This is a 24-month Contract with an optional 12-month extension. The budget for Fiscal Year 2003-04 is \$125,000, and for Fiscal Year 2004-05 \$125,000 is budgeted.

1. Task One - Prioritization of Departments and Facilities with Timeline for Implementation of Programs

To perform Task One, a thorough review and familiarization of the information from the Study shall be required.

a. Prioritization of County Departments and Facilities

The Contractor shall identify, prioritize, and describe which County departments and facilities shall be chosen for implementation of Task Seven of this Scope of Work within the budget and time frame of this Contract.

Scope of Work - EXHIBIT A

In order to prioritize the County departments, the Study identified a variety of generator groups that encompasses the County departments and facilities targeted by the Study. Each generator group is described in the Study by the general functions performed by departments/facilities in the group, waste composition estimates, and the typical materials that should be targeted for diversion programs. The generator groups identified in the Study are:

administrative offices	animal care
cafeteria	clinics/laboratories
cultural facilities	education
fire station	golf course
hospital	housing
library	parks
police stations	prisons
repair/maintenance	sanitation
warehouse/storage	other

These groups are the basis for identifying, organizing, and prioritizing waste diversion programs that address areas of need and opportunity.

Utilizing the recommendations and programs developed from the Study, the Contractor shall prioritize departments for implementation of Part Seven, giving primary emphasis to those departments and facilities with the greatest amount of materials that are most readily recyclable. At a minimum, it is suggested that Task Seven of this Scope of Work be implemented for the following departments and corresponding facilities within the generator groups indicated:

DEPARTMENT	GENERATOR GROUP within the Department
Beaches and Harbors	Cultural Facilities/Parks
Children and Family Services	Administrative Offices
Community Development Commission/Housing Authority	Housing
Fire	Housing
Health Services	Hospital, Housing
Museum of Art	Cultural Facilities
Museum of Natural History	Cultural Facilities
Parks and Recreation	Parks
Probation	Housing
Public Social Services	Administrative Offices
Sheriff	Prisons, Repair Maintenance
Superior Courts	Administrative Offices

From the above alphabetical table (departments not listed in order of importance), the Department of Beaches and Harbors, the Museum of Art, the Museum of Natural History, and the Department of Parks and Recreation shall be implemented first since they likely will have a large potential for diversion and a large impact on public awareness of the County's recycling program.

b. Timeline

A timeline shall be developed and presented by the Contractor which clearly delineates the periods of time necessary to complete each part of the Contract (Scope of Work, Tasks Two through Nine). The timeline may be formatted using a Gantt chart or any other effective method of presentation. Commencement of work on one task is not necessarily contingent upon completion of work on another task. The Contract Managers may

revise the timeline at any time by negotiating terms with the Contractor.

2. Task Two - Develop County Employee Education/Outreach Program

The Contractor shall develop a detailed written plan for a comprehensive County Employee Education/Outreach Program that will make available general recycling information to all County employees to encourage them to recycle and reduce waste. This shall include, but not be limited to, the following:

- a. On line Information and Instructional Materials: Materials in suitable electronic format to be posted on the County website developed for departmental recycling (www.ladpw.org/drpf), including but not limited to, general recycling information, departmental recycling information, contact lists, recycler lists, other resource lists, and other materials. Contractor shall submit these materials to County staff to post on the website.
- b. Recycling articles in the *County Digest* (monthly newsletter for County employees) and other departmental newsletters. The articles should initially discuss the purpose of the County Departmental Recycling and Education/Outreach Program and the part each employee should play in the program. Subsequent articles may include recycling tips, reviews of new recycling technologies, and reports on how successful each department and the County as a whole are at recycling.
- c. Employee Recycling Awards (nonmonetary) program for individual employees and departments, as discussed in the Program Recommendations and Program Implementation Manual components of the Study.
- d. Other items or means as Contractor proposes to include and which are approved by Contract Managers.

3. Task Three - Develop Coordinator Training Program (Training Program)

The Contractor shall develop a Training Program for all Coordinators. Training shall be provided through printed and web-based materials.

- a. The Training Program shall include a promotional campaign to garner support of Coordinators. The campaign may include the use of e-mail and flyers to familiarize Coordinators with program responsibilities and to clarify that their support is crucial to the success of the program.
- b. Contractor shall develop training materials (for posting on line) specifically designed to assist Coordinators. This shall include a fully indexed and searchable Adobe Acrobat file with a linked table of contents providing informational and instructional materials that will guide the user through different aspects of the Program Implementation Manual and a similar Acrobat file for the web database. A monthly newsletter for electronic distribution may also be developed to provide information to the Coordinators. Training materials shall also include a web-based list of approved recycling vendors and links to other websites that may be of value in setting up recycling programs. Contractor may develop printed training materials where appropriate, and may utilize other information from the Study and other appropriate sources to develop a thorough Training Program.
- c. Contractor shall work with the County Department of Internal Services to develop contract 'templates' in Microsoft Word format for use by departments in securing recycling vendors.
- d. The Training Program shall include two web database training workshops to provide in-depth training to all Coordinators in the use of the database. The workshops shall be conducted on the same day, one in the morning, one in the afternoon, to accommodate attendee's schedule and as follows:

- i. Training shall include how to edit existing data, enter and submit new data, and generate reports.
 - ii. Training shall include discussions of the approval process and the database's security features.
 - iii. The workshop may be conducted by Specialists (as discussed in Task Four) and will consist of approximately three hours of training.
 - iv. Workshops shall be available to all Coordinators and optionally include Facility Coordinators.
 - v. Contractor shall effectively publicize workshops and send invitations to encourage Coordinators to attend.
 - vi. The workshops shall be held within the first nine months of the award of the contract.
 - vii. Contractor shall set up an adequate number of computer stations with Internet access for hands on training purposes at the workshops. Network or Internet access shall be coordinated by the Contractor with appropriate County staff, as needed.
- e. Coordinator Incentive Program: the Training Program shall include an incentive program for Coordinators, which may include using U.S. Savings Bonds similar to Public Works' Employee of the Month Recognition Program, subject to approval by the Board.
- f. Contractor shall establish and staff a telephone hotline to assist Coordinators in using the web database or in the basics of setting up recycling programs. This hotline shall be staffed by the Contractor for the duration of the contract.

4. Task Four - Develop Coordinator Technical Assistance Program (Technical Assistance Program)

The Contractor shall develop a detailed Technical Assistance Program to provide "one-on-one" technical assistance to Coordinators of pre-selected County departmental facilities (as determined in Task One). The Contractor shall employ qualified persons referred to as Departmental Recycling Specialists (Specialists) to instruct Coordinators in the use of the Program Implementation Manual and the web database.

The Technical Assistance Program shall provide the Coordinators with a thorough summary of the types of information in the Program Implementation Manual and the web database as well as provide information on how to develop and implement recycling programs and how to report the results of these programs.

As part of the Technical Assistance Program, Specialists shall make site visits to selected facilities (based on the facilities identified in Task One) to assist Coordinators in inputting disposal, diversion, and facility data into the web database. After each site visit has been completed, the Contractor shall leave a questionnaire with each of the individuals that were assisted asking for their input on the Technical Assistance Program and on how well the Contractor performed. The questionnaire shall be developed and approved by the Contract Managers before the first site visit has taken place. Questionnaire results shall be reported in the Monthly Status Reports discussed in subsection 9.a, Program Monitoring, of this Section D, Work Description. The following items are required for hiring, training and utilizing Specialists:

- a. Qualifications: Eligibility requirements for Specialists shall include, but not be limited to, having significant experience and training in the field of solid waste management in large organizations. A Bachelor's degree in an applicable field is desirable, but cannot completely substitute for experience in the field. Specialists must have excellent interpersonal and public speaking skills.

Specialists must be skilled at using and teaching Internet-based computer applications.

- b. Professionalism: The Specialists shall conduct themselves in a courteous and businesslike manner at all times, so as to reflect favorably on the Technical Assistance Program. The Specialists shall maintain a professional appearance when interacting with the Coordinators. This shall include appropriate business attire (as appropriate) when conducting training.
- c. Recruiting/Hiring: In order to attract qualified Specialists, Public Works suggests that the minimum pay rate for the Specialists be set at \$18 per hour, not including employee benefits. It is suggested that recruitment methods include advertisements in major newspapers, printed and Internet-based job listings, and include contacting local colleges and universities with environmental and/or public administration programs. At the discretion of the Contract Managers, a Public Works representative may participate in the interviewing process for the hiring of Specialists. All costs associated with recruiting, hiring, training, and supervising the Specialists shall be the responsibility of the Contractor as well as all costs associated with wages, mileage, parking, insurance, employee benefits, and related items. An adequate number of Specialists shall be employed in order to ensure that training for the County departmental facilities is provided. The Specialists shall be employees of the Contractor.
- d. Instruction: The Contractor shall instruct Specialists to use the Program Implementation Manual to develop recycling programs and to use the web database to input and edit data and prepare reports.
- e. Training: All training and promotional materials to be used by the Specialists, as well as any other materials identified, shall be reviewed and approved by the Contract Managers before their use and/or distribution in any form. The Contractor shall ensure that the training

materials are maintained and always up-to-date. At the discretion of the Contract Managers, one or more County representatives may participate in the Specialist's training program.

5. Task Five - Implement County Employee Education/Outreach Program

Upon approval by the Contract Managers, the Contractor shall implement the County Employee Education/Outreach Program as discussed and outlined in Task Two.

6. Task Six - Implement Coordinator Training Program

Upon approval by the Contract Managers, the Contractor shall implement the Training Program as discussed and outlined in Task Three.

7. Task Seven - Implement Coordinator Technical Assistance Program

Upon approval by the Contract Managers, the Contractor shall implement the Technical Assistance Program as discussed and outlined in Task Four.

8. Task Eight - Preparation of Award Applications

Upon direction by the Contract Managers, the Contractor shall prepare up to four recycling award applications during this Contract for the County to submit to various agencies or organizations such as the Waste Board, Solid Waste Association of North America, and National Association of Counties.

9. Task Nine - Program Monitoring

Contractor shall create and implement a monitoring system for the Contract Managers to efficiently oversee County departmental recycling efforts and the effectiveness of this Contract. The following shall be included:

- a. The Contractor shall, during each month of the Contract except for the first and last month (total of 22 months), submit to the Contract Managers monthly status reports that include a comprehensive list of accomplishments achieved in

the past month and action items for the upcoming month, questionnaire results from Task Four of this Section D, Work Description, as well as other information deemed to be necessary by the Contract Managers. The status reports shall be submitted to the Contract Managers by the tenth day of the following month.

- b. The Contractor shall during each month of the Contract, except for the first month (total of 23 months), schedule and conduct monthly meetings with the Contract Managers to review and update the County on previous month's performance of Contract items. The monthly meetings shall be scheduled between the 11th and 20th day of each month with the Contract Managers' approval.
- c. The agenda for the scheduled monthly meeting shall be submitted by the Contractor to the Contract Managers at least four calendar days before that meeting.
- d. The Contractor shall submit to the Contract Managers minutes of the monthly meeting. The minutes of each meeting shall be submitted to the Contract Managers for review and approval within seven calendar days after each meeting.

10. Task Ten - Final Report

The Contractor shall submit an approved Final Report prior to the end of this Contract. The Final Report shall, among other things, summarize all activities conducted for the Contract and provide an evaluation of the operation and effectiveness of the Education/Outreach Program. The Final Report shall also identify any problems or difficulties encountered in the implementation and/or operation of the Education/Outreach Program.

In addition to the above, the Final Report shall contain, but not be limited to, the following:

- a. A detailed summary of the Program and implementation efforts, including a summary of the data and information collected from the day-to-day monitoring of activities.

- b. A cost-effectiveness analysis of the Program relating the cost of the Program to the tons of materials diverted Countywide and by each department and facility that can be attributed to the Program. As part of this analysis, a summary of the questionnaires filled out by Coordinators and Facility Coordinators after the Contractor's site visits should also be included as a gauge to monitor site visit effectiveness. Other effectiveness measures proposed by the Contractor or requested by the Contract Managers shall also be included.
- c. Recommendation(s) for future changes/revisions in the Program to improve its effectiveness.
- d. One complete set of all operational manuals, forms, and other materials developed and/or utilized during the course of this Contract but not specifically listed herein. Where possible, editable electronic copies shall also be provided.

E. Schedule of Deliverables

The various tasks shall be completed and delivered to the Contract Managers according to the schedule below, unless otherwise noted or unless an extension is approved in writing by the Contract Managers:

- 1. Task One - Prioritization of Departments and Facilities with Timeline for Implementation of Programs

Note: Task One (including any amendments or revisions agreed to by the Contractor and Public Works prior to award of the Contract) is included in this "Schedule of Deliverables" for ease of reference, but is not a paid deliverable.

The Contractor shall identify, outline, prioritize, and describe which County departments and facilities within each department shall be chosen for implementation of Part Seven of the Scope of Work within the budget and time frame of this Contract.

The Contractor shall provide a timeline which clearly delineates the proposed periods of time necessary to

complete Tasks Two through Nine of this Scope of Work for all identified departments and facilities. The Contract Managers may revise the timeline at any time by negotiating terms with Contractor.

2. Task Two - Employee Education/Outreach Program

- a. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for on line information and instructional materials.
- b. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for developing and preparing recycling articles in the *County Digest* and other departmental newsletters.
- c. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for developing an employee recycling awards (nonmonetary) program.
- d. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for other items or means proposed by the Contractor to develop a comprehensive County Employee Education/Outreach Program.

3. Task Three - Develop Coordinator Training Program

- a. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for a promotional campaign to garner support of Coordinators.
- b. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a detailed proposal for developing the required training materials for posting on line.

- c. The Contractor shall work with the County's Internal Services Department and others as needed to develop contract 'templates' for use by departments in securing the services of recycling vendors. Within 240 calendar days of awarding this Contract by the Board, the Contractor shall submit the completed 'templates' to the Contract Managers for review and approval.
 - d. Within 90 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a plan for organizing and holding the web database workshops.
 - e. Within 90 days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a Coordinator Incentive Program.
 - f. Within 45 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval plans for a telephone hotline to assist Coordinators.
4. Task Four - Develop Coordinator Technical Assistance Program
- a. Within 90 calendar days of awarding this Contract by the Board, the Contractor shall develop and submit to the Contract Managers for review and approval a "one-on-one" Technical Assistance Program for use by Specialists to provide in-depth web database training through site visits to pre-selected Coordinators.
 - b. Questionnaires shall be developed and approved by the Contract Managers (before the first site visit) and results shall be reported as stated in Section D.9.a, Task Nine - Program Monitoring.
5. Task Five - Employee Education/Outreach Program Implementation
- Within 15 days after approval by the Contract Managers, the Contractor shall implement the Employee

Education/Outreach Program as discussed and outlined in Task Two. The implementation program shall consist of:

- a. Recycling Information in suitable electronic formats to be posted on the County website.
- b. Recycling articles in the *County Digest* and other departmental newsletters.
- c. Employee Recycling Awards (nonmonetary) for individual and departmental achievements.
- d. Other educational/outreach items proposed by Contractor.

6. Task Six - Coordinator Training Program Implementation

Within 15 days after approval by the Contract Managers, the Contractor shall implement the Coordinator Training Program as discussed and outlined in Task Three. Coordinator Training Program implementation shall include:

- a. Promotional campaign.
- b. Training materials for posting on line.
- c. Contract 'templates' in Microsoft Word format.
- d. Web database workshops (to be held within first nine months of the contract).
- e. Coordinator Incentive Program.
- f. Telephone hotline.

7. Task Seven - Coordinator Technical Assistance Program Implementation

Within 15 days after approval by the Contract Managers, the Contractor shall implement the Training Plan as discussed and outlined in Task Four. The Training Plan implementation shall include:

- a. Training Specialists (to be completed within 75 days of awarding this Contract by the Board).

- b. Site visits to train and assist Coordinators in inputting information into the web database.
- c. Questionnaires.

8. Task Eight - Award Applications

The Contractor, upon receiving an award application from the Contract Managers, shall prepare and submit for review and approval to the Contract Managers within 14 calendar days, the application(s) required under Task Eight of this Contract. Due dates may be less than 14 calendar days and will vary depending on date of notification from and requirements of the various agencies.

For those award opportunities identified by the Contractor, the Contract Managers must issue approval for the Contractor to proceed. Contractor will prepare and submit completed applications to the Contract Managers within 14 calendar days from being given the approval to proceed.

9. Task Nine - Program Monitoring

- a. After the first month of this Contract, monthly status reports shall be due to the Contract Managers no later than ten calendar days after the reported month has ended. There is no monthly status report for the last month of this Contract.
- b. Monthly meetings shall be held at a time and place acceptable to the Contract Managers after submittal of each monthly status report. Contractor shall prepare and submit a proposed meeting agenda no later than four calendar days prior to each monthly meeting. Contractor shall prepare meeting minutes and submit them to the Contract Managers no later than seven calendar days after each monthly meeting has been held.

10. Task Ten - Final Report

At least 45 calendar days prior to the end of this Contract, the Contractor shall develop and submit to the Contract Managers for review and approval a Final

Report summarizing all activities conducted for this Contract and an evaluation of the operation and effectiveness of the Education/Outreach and Training Programs.

F. Format, Use, and Copyrights of Contract Materials

All materials including, but not limited to reports, plans, case studies, best management practices, outreach materials, background documents, recycling guides, and workshop documents and presentations, shall be provided to Public Works in full editable electronic form accessible using software applications specified by Public Works. The software shall include Microsoft Word, Excel, and PowerPoint 2000, Adobe Photoshop, Adobe Illustrator, and Adobe Acrobat. Any video files must be submitted in Quick Time 6.0 or Windows Media Player 4.7 in a format suitable for Internet download both by broadband and phone modem users. All graphics are to be in PC-editable format. Any fonts used in the materials (other than Helvetica, Times New Roman, Courier, and Arial) shall be provided, in True Type format. Whenever possible, materials should be produced for output on 8.5x11, 8.5x14, or 11x17 paper.

All educational materials shall remain the property of Public Works and shall be returned to Public Works at the end of the Contract. Public Works retains all copyrights in any materials developed during the course of and for this Contract by the Contractor and any subcontractors for which materials the Contractor has submitted and Public Works has paid a properly completed invoice.

The Contractor shall not, at any time, reproduce and/or distribute any artwork, negatives, press proofs, software, printer's plates or education materials without Public Works' prior written approval. At the end of this Contract, all graphic images and other copyrighted materials obtained by the Contractor under this Contract and retained on the Contractor's computers shall be deleted. The Contractor shall guarantee that all printing plates used during the term of this Contract are destroyed. No part of the Program materials shall be used by the Contractor for profit. The Contractor is allowed to retain one printed version of materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

G. Utilities

The County will not provide utilities.

H. Storage Facilities

The County will not provide storage facilities for the Contractor.

P:ASPUB\CONTRACT\NEW FORMS\EXHIBIT A-SCOPE OF WORK-REVA

Service Contract General Requirements - EXHIBIT B
SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work/Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

Service Contract General Requirements - EXHIBIT B

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Generator Groups. A grouping of facilities with the same primary work functions, such as Administrative Offices where more than 51 percent of the workforce is involved in the performance of administrative duties, which include office services and procedures such as the supervision, maintenance, and control of the flow of work and programs, personnel, budgeting, records, etc. Other generator groups include: Clinics/Laboratories, Cultural Facilities, Parks, Police Stations, etc.

Program Implementation Manual. Step-by-step instructions to assist County facilities, generator groups and departments design and implement a waste reduction program.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Training Plan. A detailed Training Plan to provide technical assistance and training to Coordinators.

Web Database. Web-enabled Departmental Recycling Program database.

Web Database Workshop. A one-half day (approximately three hour long) training workshop to provide in depth web database training to all Coordinators.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the

Service Contract General Requirements - EXHIBIT B

Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible

for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the

Service Contract General Requirements - EXHIBIT B

terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - Except where the County has incurred the cost of obtaining substitute performance, it would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Limitation of the County's Obligation Due to
Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to this Exhibit's Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination
of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services/work rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null

and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, The Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

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established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection 'a' above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of

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either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in

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addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this

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Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

- a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.
- b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.
- c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations,

ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred

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or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

Service Contract General Requirements - EXHIBIT B

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware

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of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment

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openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal-Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal-Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event,

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Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by Fire 6 LA and INEQ LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safety Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safety Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safety Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safety Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zee Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.